

ADAMS AND REESE LLP

August 16, 2006

Via Email Transmission
And U.S. Mail

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Mr. John B. Ohle III
541 North Fairbanks Court, Suite 1800
Chicago, Illinois 60611

Mr. Scott D. Deichmann
541 North Fairbanks Court, Suite 1800
Chicago, Illinois 60611

Re: Engagement Letter

Dear John and Scott:

We are pleased to have been asked to serve as counsel for HR Properties of Delaware LLC ("HR Properties") concerning the drafting and negotiation of an Option Agreement for Basin Street #2 Limited Partnership. This letter will confirm HP Properties' engagement of our Firm and will describe the basis on which our Firm will provide legal services to HP Properties.

Accordingly, we submit for your review and approval the following provisions governing our engagement. If you have any questions whatsoever about these provisions, or if you would like to discuss possible modifications, please do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

1. Client; Scope of Representation. As we discussed, we have now performed a conflicts check and we have determined that our Firm has no conflict with respect to:

- HP Properties of Delaware LLC
- Tom Bauer;
- Troy Thompson;
- Charles Heidingsfelder;
- Bill Hood;
- National Western Life Insurance Company;
- Basin Street #2 Limited Partnership;
- Southern Dealers Mechanical Insurance Company;
- Heidingsfelder Investment Trust;
- Heidingsfelder Management Corporation; and
- Bauer & Company, Inc.

EXHIBIT

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Our client in this matter will be HR Properties. We will report to and taken instructions from you as the representatives of HP Properties on this matter.

2. Lawyers Providing Services. I will be the primary contact on this matter here at Adams and Reese LLP, but there will be other lawyers and staff working on the case as the particular assignments dictate. We have discussed the involvement of Mark Embree and Malcolm Meyer in this matter.
3. Communications Regarding Matter. As noted above, we will report directly to you on this matter. If there are any specific reporting requirements you would like us to follow, please do not hesitate to let us know.

Of course, we will be pleased to answer any questions you may ever have of us. We certainly understand the importance of being accessible. You already have my work, cell and home phone numbers (504.585.0296, 504.723.3180 and 504.834.5225, respectively). We are committed to returning all phone calls within one (1) business day of when they are received, and we will generally return calls much more quickly.

4. Preserving Confidences. We appreciate that we will be privy to confidential information and we will take steps to maintain this confidentiality, all in compliance with the applicable rules of professional conduct. We understand that in order to promote efficiency and save costs, you have instructed us to employ internet e-mail, where appropriate, to communicate with you on this matter.
5. Term of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to the applicable rules of professional conduct. Additionally, we reserve the right to terminate our representation if payment is not received within forty-five (45) days of the date of a statement, and you agree not to contest our withdrawal if payment has not been received within this period. In the event that we terminate the engagement, we will take reasonable steps to protect your interests in this matter.
6. Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation of HP Properties will terminate upon our sending you our final statement for services rendered in this matter. Following such termination, any nonpublic information you have supplied to us will be kept confidential in accordance with applicable rules of professional conduct. For various reasons, including minimization of unnecessary storage expenses, we reserve the right to dispose of file materials according to our document retention procedures.

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7. Conflicts. As we discussed, you are aware that our Firm represents many other companies and individuals. We confirm that HP Properties does not object to our undertaking to represent clients in other matters that are not substantially related to our work for HP Properties, even if the interests of such clients in those other matters are adverse to HP Properties. We agree, however, that this prospective consent to conflicting representation shall not apply in any instance where as the result of our representation of HP Properties we have obtained sensitive, proprietary or otherwise confidential information that, if known to any such other client of ours, could be used to the disadvantage of HP Properties.
8. Fees and Expenses. Our fees will be based on the billing rate for each attorney and legal assistant devoting time to this matter. Our billing rates for attorneys currently range from \$150 per hour for new associates to \$475 per hour for our most senior partners. Time billed by legal assistants is charged at \$85 per hour. My rate for 2006 is \$245.00 per hour. Mark Embree's rate for 2006 is \$260.00 per hour. Malcolm Meyer's rate for 2006 is \$190.00 per hour. We adjust our current hourly fees annually at the end of each calendar year, and you have agreed that our hourly fee may be increased at the start of each calendar year to reflect this adjustment.

Our statements will be provided monthly for work performed and expenses recorded during the previous month. We will include on our statements separate